

**City of Lompoc
Subrecipient Agreement for
Federal Transit Administration Assistance**

This Agreement is entered in this _____ day of _____, 2021, by and between the City of Lompoc, a municipal corporation located in Santa Barbara County ("CITY" or "RECIPIENT"), and the Santa Barbara County Association of Governments, a Metropolitan Planning Organization in the County of Santa Barbara (hereafter "SBCAG" or "SUBRECIPIENT"). CITY and SBCAG are referred to herein individual as "Party" and collectively as "Parties."

RECITALS

WHEREAS, the Federal Transit Administration (hereafter "FTA") administers the Coronavirus Aid, Relief, and Economic Security Act (hereafter "CARES Act") public transit funding program for the purpose of operating and capital assistance for public transit services in the United States of America; and,

WHEREAS, CITY is the sole direct recipient of Lompoc urbanized area funds from FTA; and

WHEREAS, SBCAG desires to receive FTA CARES Act funds for Clean Air Express operating expenses, as a SUBRECIPIENT of CITY; and,

WHEREAS, CITY residents benefit from the operation of the Clean Air Express by SBCAG, such that providing funding for this program will help to sustain a public service and a public benefit to CITY residents; and,

WHEREAS, SBCAG agrees to comply with all FTA requirements and responsibilities required by CITY of a subrecipient of FTA funds and SBCAG agrees to commit its own local funds for this purpose; and,

WHEREAS, it is necessary that SBCAG enter into this agreement with CITY to receive FTA funds as a subrecipient to CITY;

NOW, THEREFORE it is mutually agreed between the Parties that:

1. Effect of Recitals. The foregoing recitals are hereby made express provisions of this Agreement.
2. Funding. CITY will provide SBCAG with up to \$400,000 of FTA CARES Act funds subject to the terms of this Agreement. CITY will only provide funds to SBCAG in the specific amounts actually requested by SBCAG, and only for costs incurred by or losses suffered by SBCAG that are eligible for reimbursement by FTA CARES Act funds. Any funds received by SBCAG from CITY shall be used solely for Clean Air Express operating expenses. Payment by CITY to SBCAG will be on a reimbursement basis and will only be paid after CITY has received funds from the FTA sufficient to cover SBCAG's request; provided, that if FTA will only provide funds to CITY after such funds have been expended by City, then City will provide funds to SBCAG prior to receiving funds from FTA but SBCAG shall repay CITY all funds received from City that are not subsequently reimbursed by FTA. If FTA informs CITY that funds given to SBCAG by CITY are not eligible for reimbursement through FTA CARES Act funds, then SBCAG shall repay to CITY all such non-reimbursable funds within 30 days of receipt of notice from the CITY.

3. Term. The term of this agreement is April 20, 2021, to June 30, 2024, unless earlier terminated or extended. Upon written mutual agreement, the parties may extend the term by one year, for up to three additional years.
4. SUBRECIPIENT obligations:
 - a. To comply with all Federal, State, and Local laws, implementing regulations, and requirements pertaining to the performance of work under the Agreement and the receipt of federal funds; and to submit all documents required by such laws, regulations, and requirements to authorities and to the RECIPIENT, including, but not limited to the following: Title VI civil rights plan and compliance with noticing requirements; equal employment opportunity policy and compliance with noticing requirements; half fare policy and compliance with noticing requirements; Disadvantaged Business Enterprise (DBE) program, DBE triennial goal, and DBE semiannual report, and noticing requirements; preventive maintenance program and documentation of performance; public participation plan; service and fare change policy; compliance with Americans with Disabilities Act; procurement policy; cost allocation plan and compliance with plan; compliance with drug and alcohol testing program and drug-free workplace policy; financial capacity plan; and school and charter bus service policy, if applicable;
 - b. To cooperate with RECIPIENT in the administration of federal funding by timely provision of documents, records, plans and procedures as requested;
 - c. To cooperate with RECIPIENT in monitoring for, and preparation of, Triennial Reviews as mandated by FTA;
 - d. To cooperate with RECIPIENT in monitoring for SUBRECIPIENT reviews as required by FTA;
 - e. To coordinate with the RECIPIENT to produce information as needed in electronic format and/or hard copy for submission of the FTA Award Form;
 - f. To submit Annual Certifications and Assurances and any other documents necessary for completing the Award Form discussed in Clause 6 below to appropriate authorities and to the RECIPIENT;
 - g. To provide in a timely manner to RECIPIENT information required for quarterly Federal Financial Reports and Milestone Progress Reports by the 15th day of the month following close of each calendar year quarter;
 - h. To prohibit use of any vehicle, equipment, personnel, facilities, or other asset funded with federal funds for any purpose other than public transportation;
 - i. To comply with any changes to federal requirements which may occur during the term of this agreement;
 - j. To allow federal and RECIPIENT administrators access to SUBRECIPIENT's records, and to allow federal and RECIPIENT administrators to audit SUBRECIPIENT's accounting documents, records, payroll, and accounts for the purpose of verifying compliance with the requirements of federal funding;
 - k. To maintain all records for seven years from the date of the last use of the awarded FTA funds or the date of completion of any project financed by FTA funds, whichever is later;
 - l. To provide in a timely manner procurement analyses to RECIPIENT to justify participation in consortium and/or piggyback procurements;

- m. To account and separately track all eligible expenditures for each project for with the funds received under this Agreement are used;
 - n. To account and separately track all federal and local matching expenditures for each project for with the funds received under this Agreement are used;
 - o. To comply to the Uniform System of Accounts (USOA) and generally accepted accounting principles;
 - p. If required by FTA, to commit local funds subject to matching requirements for federal programs in a form acceptable to RECIPIENT;
 - q. If required by FTA, to provide additional local funds and/or to secure additional eligible funds to complete project(s) and/or services at least ninety (90) days prior to close-out date of any project financed by FTA funds.
5. RECIPIENT obligations:
- a. Subject to SUBRECIPIENT's completion of requirements listed herein, to submit in a timely manner an amendment to CITY's FTA CARES Act award in FTA's Transit Award Management System (TrAMS);
 - b. To account and track SUBRECIPIENT's eligible FTA CARES Act expenses based upon information provided to RECIPIENT by SUBRECIPIENT;
 - c. To coordinate with SUBRECIPIENT in the development of the scope of work, procurement process, and technical details of the award;
 - d. To coordinate with SUBRECIPIENT to provide a letter of concurrence if required by FTA;
 - e. To coordinate with SUBRECIPIENT to amend the federal transportation improvement program, if required by FTA;
 - f. To submit quarterly Federal Financial Reports and Milestone Progress Reports to FTA;
 - g. To close CARES Act award and prepare final Federal Financial Report and Milestone Progress Report for submittal to the Federal Transit Administration following completion of all award activities.
6. Indemnification. In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the Parties pursuant to California Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by a Party shall not be shared pro rata but instead the Parties agree that, pursuant to California Government Code Section 895.4, SBCAG shall fully indemnify, defend, and hold City, its officers, elected officials, employees and agents, harmless from any and all claims, expenses, costs (including court costs), damages, liabilities, judgments, awards, and fees (including reasonable attorneys' fees) occurring by reason of or arising out of the negligent acts or omissions or willful misconduct of SBCAG, its officers, board members, employees or agents, under or in connection with this Agreement.
7. Termination. Either Party may terminate this Agreement upon ten (10) calendar days written notice to the other Party. SBCAG's obligation to repay CITY in the event funds given to SBCAG by CITY are not reimbursed by the FTA, as described in Section 2, shall survive termination of this Agreement.
8. Modification of Agreement. This writing constitutes the entire Agreement between the parties relative to the matter of this Agreement and no modification hereof shall be effective unless and until such modification is evidenced in writing signed by both parties to this Agreement.

There are no understandings, agreements or condition with respect to the subject matter of the Agreement except those contained in this writing.

9. Mandatory Disclosures. Parties are subject to Mandatory Disclosures under Title 2, Code of Federal Regulations Section 200.113.
10. Conflict of Interest. Parties are subject Title 2, Code of Federal Regulations, Section 200.112 Conflict of Interest.
11. Federal Uniform Guidance. As applicable, the Parties agree to comply with the requirements of Title 2, Code of Federal Regulations, Part 1201 et seq. which are hereby incorporated by reference.
12. Section Headings. The headings of the several sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.
13. Severability. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
14. Remedies Not Exclusive. No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.
15. No Waiver of Default. No delay or omission of either party to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this contract shall be exercised from time to time and as often as may be deemed necessary.
16. FTA Master Agreement. The FTA Master Agreement issued February 9, 2021 is incorporated herein by this reference.
17. Table 1: Federal Award Information. The following Federal Award Information is provided in accordance with 2 CFR § 200.332.

Required Agreement Information	
Information	Comment
Federal award identification	
Subrecipient name (which must match the name associated with its unique entity identifier)	Santa Barbara County Association of Governments
Subrecipient's unique entity identifier (DUNS)	
Federal award identification number (FAIN)	CA-2021-100-00
Federal award date of award to the recipient by the Federal agency	3/27/2020

Subaward period of performance start and end date	4/20/2021 & 6/30/2022
Amount of Federal funds obligated by this action by the pass-through entity to the subrecipient	Up to \$400,000
Total amount of Federal funds obligated to the subrecipient by the pass-through entity including the current obligation	Up to \$400,000
Total amount of the Federal award committed to the subrecipient by the pass-through entity	Up to \$400,000
Federal award description as required to be responsive to the Federal Funding Accountability and Transparency Act	Operating Assistance for the Santa Barbara County Association of Governments (SBCAG) for their Clean Air Express contracted commuter service, as a subrecipient to City of Lompoc, from April 20, 2021 through June 30, 2022.
Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity	Federal Transportation Administration, City of Lompoc, Jenelle Osborne, contact, Richard Fernbaugh, r_fernbaugh@ci.lompoc.ca.us
Catalog of Federal Domestic Assistance (CFDA) number and name; the pass-through entity must identify the dollar amount made available under each Federal award	20507
Identification of whether the award is research and development (R&D)	The award is not R & D
Indirect cost rate for the Federal award (including if the application of the de minimis rate per §200.414 Indirect (F&A) costs)	n/a
Pass-through Requirements:	
All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award, i.e. federally required clauses	See Clause 2.a. through 2.q. of the Agreement
Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports	See Clause 2.a. through 2.q. of the Agreement
Indirect Costs: If a federally approved indirect cost rate is negotiated between the subrecipient and the Federal government, this rate must be used. If no such rate exists, the subrecipient may either negotiate a rate with the pass-through entity and the subrecipient (in compliance with this part), or elect the de minimis indirect cost rate as defined in §200.414 Indirect (F&A) costs, paragraph (f), if eligible.	n/a

A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part	See Clause 2.j. of the Agreement
Appropriate terms and conditions concerning closeout of the subaward	See Clause 3.g. of the Agreement

This Agreement is entered into on the _____ day of _____ 2021 by and between the City of Lompoc ("RECIPIENT ") and the Santa Barbara County Association of Governments ("SUBRECIPIENT") in Santa Barbara, California


RECIPIENT
CITY OF LOMPOC


Jenelle Osborne
MAYOR

SUBRECIPIENT
SANTA BARBARA COUNTY
ASSOCIATION OF GOVERNMENTS

HOLLY SIERRA DAS WILLIAMS
CHAIR, SBCAG


Attest:

By: 
Stacey Haddon, City Clerk

Approved as to form:

By: 
Jeff Malawry, City Attorney

APPROVED AS FORM
RACHEL VAN MULLEM
COUNTY COUNSEL
Susan
McKenzie
DEPUTY COUNTY COUNSEL

 Digitally signed by: Susan McKenzie
DN: CN = Susan McKenzie email = smckenzie@countyofsb.org C = US O = County of Santa Barbara OU = Office of County Counsel
Date: 2022.02.04 13:51:59 -08'00'